

EXHIBIT “6”



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

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Charging Party/Complainant

Daniel Jean-Gilles (Pro Se)
86 Third Avenue
Nyack, New York 10960

EEOC Charge No.:

520-2018-01462

Respondent

Rockland County
c/o County Executive
11 New Hempstead Rd.
New City, New York 10956

Respondent's Representative

Rockland County
Jefferey Fortunato, Esq.
Assistant County Attorney
50 Sanatorium Road, building A
Pomona, NY 10970

Dear Mr. Fortunato:

As stated in the enclosed Letter of Determination for the above-captioned charge, the U.S. Equal Employment Opportunity Commission ("Commission" or "EEOC") is interested in commencing conciliation efforts. As such, the Commission proposes the following remedies in order to resolve the charge:

1. **The Commission May Review Compliance with Agreement.** The Respondent agrees that the U.S. Equal Employment Opportunity Commission may review compliance with this Conciliation Agreement. As a part of such review, the Commission may require written reports concerning compliance and may inspect the premises, question witnesses, and examine and copy documents. Respondent agrees to make available for inspection and copying any records reasonably related to any of these areas, upon reasonable notice by the Commission.
2. **Right to Further Process.** It is understood that upon successful Conciliation, the EEOC will discontinue investigating the above-referenced charge. However, the EEOC does not waive its right to process any other charge against the Respondent, including a charge filed by a Commissioner of the EEOC.

3. **Respondent agrees that all Employment Practices will be Conducted in a Non-Discriminatory Manner.** All hiring, promotion practices and other terms and conditions of employment, including compensation, shall be maintained and conducted in a manner which does not discriminate on the basis of sex, race, color, religion, national origin, age or disability in violation of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, as amended, the Equal Pay Act of 1963 (EPA), as amended, and the Genetic Information Non-discrimination Act of 2008 (GINA).
4. **Retaliation Prohibited.** The Respondent agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under the above-cited statutes, or because of: the filing of a charge; giving of testimony or assistance; or participation in any manner in any related investigation, proceeding or hearing.

I. Remedial Relief

Training:

- a. Respondent agrees that within sixty days of the date upon which Respondent or its agent(s) receive a fully executed copy of the EEOC Conciliation Agreement, it will provide training on the prevention of employment discrimination and harassment.
- b. The training will be conducted for all Respondent's management employees within the executive division.
- c. The initial training will be conducted by a neutral third party, who will provide separate trainings for all management personnel.
- d. All personnel will be advised of their legal protections from employment discrimination and harassment and of what actions to take if they believe they have been harassed or discriminated against.
- f. Following the initial training by an outside agency, Respondent will hold yearly refresher trainings for three years. These refresher trainings may be conducted either by an outside agency or by the individuals designated by senior management to accept and investigate complaints. These refresher trainings will cover all material covered in the initial training, including, but not limited to, reminding employees what constitutes retaliation and to whom they should go if they believe they may be victims of discrimination or harassment. Respondent will continue to maintain its anti-discrimination and anti-harassment policy, and will continue to distribute such policy to all employees.

2) Posting:

Respondent agrees that it will continue to post notices in its workplace's common area, and/or on all other employees' bulletin board locations, advising its employees that:

Federal law requires that there is no discrimination on the bases of sex, race, color, religion, national origin, age, disability, or in retaliation for having complained of an employment practice believed to be discriminatory, filed a charge concerning an employment action believed to be discriminatory, having assisted another employee with a discrimination complaint, or for having otherwise participated in the investigation of a discrimination complaint.

3. Complaint procedure

Respondent will appoint key Human Resources managers to whom employees may complain if they feel they may have been discriminated against. Such staff shall promptly interview persons who contact them for the purpose of discussing a complaint and make a written record of the interview.

Upon concluding the investigation, human resources shall prepare a written report and will recommend appropriate action, if any, depending upon the circumstances, to senior management. Absent clear justification, senior management will approve and carry out the recommendation. The complainant will be advised of the outcome in general terms and of his/her protection from retaliation.

Human resources will follow up with the person who complained within six months of the date of being notified of the complaint, to assure that the employee has experienced no retaliation for having brought a complaint, irrespective of the outcome. If there is reason to believe that the employee has experienced retaliation, human resources will take or recommend appropriate action on the part of management.

4. Distribution of Employee Handbook:

Sixty days from the date the Respondent receives a fully executed version of this agreement, Respondent will distribute to all current employees complete copies of the employee rights handbook and will, in the future, distribute to all employees any appendices or changes made to the handbook. This handbook will be distributed to all future employees at hire. The new employee will be advised of the complaint procedure upon hire, including how to make a complaint (by mail, in person, or by telephone).

III. Reporting

For a period of three years following the execution of this Agreement, Respondent will submit yearly reports to the Commission which include copies of all employee complaints of workplace discrimination or harassment and all actions taken in response. If the employee complained verbally, Respondent will provide a detailed summary of the complaint, including the names of the complainant and the alleged discriminator, as well as a description of the complaint. Copies of all investigative reports compiled during the period in response to complaints will be included.

IV. Charging Party Relief

In exchange for the promises above, Respondent agrees to pay the Charging Party the gross sum of \$240,663.00 in compensatory damages, including lost wages, front pay and emotional stress he incurred.

EEOC requests that, by 22 May 2019, Respondent provide a written counter-proposal responding to each item in the Commission's conciliation proposal or inform the Commission if it is not willing to conciliate this matter. If Respondent does not provide a reasonable written counter-proposal on or before such date, the Commission may deem further efforts to conciliate this matter would be futile and shall fail conciliation. The Commission will be fair and flexible in considering any reasonable counter-proposal Respondent presents. The undersigned looks forward to your timely response; should any questions arise re the foregoing matter, please feel free to make contact directly via (212) 336 - 3781.

Sincerely,


Ashraf Ahmed
Federal Investigator

5/1/2019